




EnGenius Technologies
Super Telecommunications Co. Ltd.
85 Citizen Court, Unit 11
Markham, Ontario, L6G 1A7
Tel: (905) 940-8181 Fax: (905) 940-5336
T.F: 1-888-397-2788
www.engeniuscanada.com

DEALER APPLICATION

 EnGenius would like to welcome you to join our expanding dealer network. We are dedicated to the dealer channel and would like to offer our resources to genuine cordless & wireless resellers only. The following are the prerequisites for opening a dealer account with us:

- (1) A copy of your *Business License* issued by your city or municipality;
- (2) If you are a limited company, a copy of your *Certificate of Incorporation* showing your legal company name, issued by your province;
- (3) A completed *Dealer Application Form*;
- (4) A copy of your *Company Cheque*, marked void, with your company name imprinted on the cheque by the bank;
- (5) Copy/copies of the following documents applicable to your province:

PROVINCE	DOCUMENTS REQUIRED
AB (Alberta)	Provincial Registration
BC (British Columbia)	Certificate of Registration <i>and</i> Provincial Sales Tax Exemption Certificate
MB (Manitoba)	Certificate of Registration
NB (New Brunswick)	Certificate of Registration
NF (Newfoundland)	Certificate of Registration
NS (Nova Scotia)	Certificate of Registration
ON (Ontario)	Vendor Permit <i>and</i> Completed Blanket Exemption Certificate Form
PE (Prince Edward Island)	Certificate of Registration
QU (Quebec)	TVQ (Tax de Verte du Quebec)
SA (Saskatchewan)	Ministry of Finance License

Please note that all sales must be prepaid or paid by cash or certified cheque or credit card. Company cheques are accepted only upon approval by our credit department.



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GENERAL TERMS AND CONDITIONS OF SALE

CONDITIONS OF PURCHASE

1. Subject to credit approval, payment terms shall be set by Super Telecommunications Co. Ltd. ("Super").
2. Should Buyer become delinquent in the payment of any sum due to Super, Super shall not be obligated to continue performance under any agreement with Buyer and the entire amount unpaid hereunder shall become immediately due and payable, without any further demand or action, at Super's sole discretion. All invoices not paid when due will be subject to a monthly service charge of the lower of 1.5 percent of the unpaid balance or the maximum rate permitted by law.
3. No title, property rights or interest in or to the equipment described herein shall pass to Buyer until Buyer has completed full payment of the purchase price, including accrued interest, and fully performed all of the terms and conditions hereof. Upon complete payment of the purchase price, the rights, title and interest in the equipment described herein shall transfer to Buyer. Except in Quebec, Super hereby reserves a purchase money security interest in the equipment and in all cash and non-cash proceeds therein including without limitation, whether such dealing is authorized hereunder, or any indemnity or compensation to Buyer for the destruction of, loss to or damage to the equipment. All risk and liability for loss or damage shall pass to Buyer upon delivery of the equipment to Buyer or to its carrier.
4. So long as any portion of the purchase price remains unpaid, the equipment described herein shall remain strictly personal and movable property, irrespective of the mode of its attachment to real and immovable property, the consequences of its being disturbed or removed, or the use made thereof; and Buyer shall not, without Super's prior written consent, sell, mortgage, hypothecate, pledge or otherwise deal in or encumber said equipment or any part thereof nor permit the same to be removed from the place where first installed.
5. Orders cancelled by Buyer may be subject to a 20% cancellation fee, at Super's sole discretion.
6. A Return Material Authorization (RMA) Number is required prior to returning goods, either credit or repair. A 25% restocking charge will apply to returned goods correctly supplied. No goods may be returned for credit unless Buyer receives pre-approval from Super. All returned goods must be in good and resaleable conditions. Please visit www.ingeniuscanada.com for details RMA procedures.
7. Buyer is responsible for all shipping and handling costs. Super recommends Buyer to sell our products not less than MAP to end users. Price subject to charge without any notice by Super.
8. Super intends to provide to its customers excellent value in its products, services and business practices. Super warrants that the products which it manufactures and sells are free from defects in materials and workmanship. Super will repair, at its option, those products which Super determines to be defective within the period specified in the warranty statement accompanying each product. Except to the extent prohibited by applicable law, no other warranties, whether expressed or implied, including warranties of merchantability and fitness for a particular purpose, or otherwise, shall apply.
9. Items covered by Super's invoice are licensed for use in Canada only. Re-export is subject to export regulations of the country of origin. Any items marked "Export Products Only" are not recommended to use or resell in Canada. Super will not be held liable in any instance for use or misuse of any products marked "Export Products Only"
10. Subject to Section 8 hereof, Super shall not be liable to Buyer, directly or indirectly, for loss, damage or injury to persons, or to property or things of whatsoever kind; or for damages of any kind or nature (including, but without limitation, incidental or consequential damages of any kind such as lost profits), occasioned by or arising out of the design, installation, operation, use, misuse, nonuse, repair or replacement of the equipment described herein. Notwithstanding the previous sentence, Super may be liable to Buyer for Buyer's actual damages incurred as a result of Super's sole gross negligence or intentional tort provided that Buyer did not contribute in any way to the injury. Buyer's exclusive remedy for damage caused by Super's sole gross negligence or intentional tort shall be actual damages.
11. Super shall not be liable to Buyer for any loss or damage suffered by Buyer, directly or indirectly, as a result of Super's failure to perform, or delay in performing, any term or condition hereof, where such failure or delay is caused by an act or regulation of Government, war, riot, acts of public enemies, strike, lockout or other labour disturbance, fire, flood, adverse weather conditions, Act of God or any other cause beyond Super's reasonable control.
12. These terms and conditions and any attachments take precedence over Buyer's additional or different terms and conditions. Neither Super's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions.
13. In the event of any inconsistency between the terms and conditions hereof and the provisions of any other agreement with Buyer, the provisions hereof shall prevail.
14. In the event of any inconsistency between the English and French versions of the terms and conditions hereof, the English version shall prevail.
15. This terms and condition shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Company Name: _____

Please Print Name: _____

Signature : _____

Date: _____

*****Please fax copy of Vendor permit with this application form for account set up.***



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Dealer Business Information

Company Name: _____	
Address: _____	
City/Prov/PC: _____	
Telephone: _____	Fax: _____
Contact Name: _____	Title: _____
Email: _____	

Please describe your business: (ie: Interconnect sales and service (key/PBX), Long distance reseller, 2Way Radio, etc...) _____

How many people are in your organization:

Sales _____

Service _____

Office _____

Where do you do business:

Cities _____

Provinces _____

Across Canada _____

Please list the companies for whom you are an authorized dealer.

_____ How Long _____

_____ " _____

_____ " _____

_____ " _____

What 2 way product lines are you presently an Authorized Dealer for:

Please provide a company profile if available.

ALL INFORMATION WILL BE KEPT STRICTLY CONFIDENTIAL.

****Please fax copy of Vendor permit with this application form for account set up.**



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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made effective as of _____, 2011, between Super Telecommunications Co. Ltd. carrying on business as EnGenius Technologies, having a principal address at Unit 11, 85 Citizens Court, Markham, Ontario, L6G 1A8 ("EnGenius"), and _____, having a principal address at _____ (the "Recipient").

WHEREAS, Recipient desires to receive certain confidential information from EnGenius for the sole purpose of testing and evaluating certain hardware provided to Recipient by EnGenius (the "Testing");

AND WHEREAS, EnGenius wishes to ensure that its confidential information is not used by the Recipient for any purpose other than the Testing and wishes to ensure that its confidential information is not disclosed without its prior consent;

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. Confidential Information includes any and all oral, written or documentary information disclosed by EnGenius relating to the Testing or to its business which, at the time of the disclosure, is designated as confidential, is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgment, to be confidential and includes information which is obtained by viewing premises and information which is derived or prepared using Confidential Information.

a. For greater certainty, Confidential Information shall include, but not be limited to, hardware, technical specifications, data specifications, integrated circuits, engineering methods, business records and plans, product lines, financial statements, customer lists and records, sales volumes, operating costs, fixed costs and pricing information, trade secrets, technical information, products, inventions, product design information, pricing structure, discounts, costs, computer programs and listings, source code and/or object code, any and all copyright, trade-mark, trade dress, patent and industrial design rights associated with or derived from any and all of the foregoing; any special advantages and know-how of EnGenius.

b. Confidential Information does not include, and Recipient shall have no obligation with respect to information which: (i) after disclosure, becomes readily available to the public, otherwise than by a breach of this Agreement by Recipient; (ii) information rightfully received by Recipient from a third party without a duty of confidentiality and without breach of this Agreement, as shown by documented or other competent evidence satisfactory to EnGenius in order to establish the third party as a source of the Confidential Information; (iii) information independently developed by Recipient without any breach of this Agreement, as shown by documented or other competent evidence satisfactory to EnGenius in order to establish independent development by the Recipient; (iv); is required to be disclosed by law, or pursuant to a competent court, or other government or regulatory body having the right to same, order, provided that Recipient notifies EnGenius prior to such disclosure and, in any event, within five (5) days after receiving such order, to provide EnGenius time to contest same; (v) information disclosed by EnGenius to any third party without obligation to maintain confidentiality as shown by documented or other competent evidence in order to establish the said lack of obligation to maintain confidentiality by the third party; and (vi) any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by EnGenius by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of EnGenius which provides EnGenius with a significant competitive advantage, and needs to be protected from improper disclosure.



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In consideration for having access to the Confidential Information, Recipient:

- (a) agrees not to use the Confidential Information, or any part thereof, for any purposes other than for the Testing;
- (b) agrees not to disclose or, in any other way, make known, reveal, report, publish or transfer to any person, firm, corporation or utilize for competitive or any other purpose the Confidential Information, or any part thereof;
- (c) shall not reproduce or modify the Confidential Information without the prior written consent of EnGenius;
- (d) shall not disclose any Confidential Information to any employees of Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement.

Unauthorized Disclosure of Confidential Information. Full and faithful performance by the Recipient of all obligations under this Agreement is the essence of this Agreement. The Recipient acknowledges that monetary damages are not an adequate remedy for violations of this Agreement and that any non-compliance or breach thereof shall result in irreparable harm to EnGenius without prejudice to any other remedies available to EnGenius.

III. RETURN OF CONFIDENTIAL INFORMATION. Immediately upon written request by EnGenius, Recipient shall return to EnGenius all (i) Confidential Information in Recipient's possession or under its control, (ii) tangible forms of Confidential Information, including any and all whole or partial copies thereof, (iii) all electronic copies of Confidential Information, if possible and shall destroy any electronic versions of the Confidential Information stored on Recipient's computer systems, provided, however, that, should Recipient have legal counsel at the time of said request, one copy may be retained in said legal counsel's files for archival purposes as a means of determining any continuing obligation under this Agreement. Recipient shall also deliver to EnGenius written statements certifying that all materials have been returned within 5 days of receipt of the request.

V. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall (a) be deemed a commitment by a party to engage in any business relationship, contract, or future dealing with the other, or (b) limit a party's right to conduct similar discussions or engage in similar work to be undertaken pursuant thereto, so long as said discussions or work do not violate this Agreement. Nothing contained in this Agreement shall be construed, by implication or otherwise, as requiring EnGenius to disclose any Confidential Information. The parties do not intend that any joint venture, agency or partnership relationship be created between them by this Agreement.

The parties specifically agree that EnGenius is not required to, and shall not, divulge to Recipient any confidential information or proprietary information in EnGenius' possession from a third party and that is subject to a non-disclosure obligation, or perform any actions which violate any non-competition or non-solicitation agreement with any third party, unless same is authorized in writing by that third party.

VI. NO WARRANTY. Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. EnGenius MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EnGenius BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Any actions taken by Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of Recipient.

VII. LIMITED LICENSE TO USE. Recipient shall not acquire any right, title or interest in and to the Confidential Information, or any part thereof, except for the limited right to use the Confidential Information solely for the Testing.



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Recipient acknowledges that all right, title and interest in and to the Confidential Information, or any part thereof, including, but not limited to, any information that is derived or prepared by Recipient using the Confidential Information and any improvements to the Confidential Information made or suggested by the Recipient, resides and shall reside exclusively with EnGenius.

VIII. GENERAL PROVISIONS.

This Agreement shall become effective upon the date first set forth above and shall terminate upon the earlier of (i) conclusion of a further agreement between the parties containing provisions relating to Confidential Information or (ii) the expiration of three (3) years from the date first set forth above.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect. A waiver by either party hereto of any of the covenants to be performed by the other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any covenant hereof contained.

This Agreement contains the entire understanding between the parties relating to the subject matter thereof and supersedes any and all prior communications and understandings, whether written or oral, between the parties. This Agreement may not be modified except by the written agreement dated subsequent to the date of this Agreement and signed by both parties.

Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of EnGenius. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province.

IN WITNESS WHEREOF the parties have executed this Agreement as of the effective date first written above.


EnGenius Technologies
Super Telecommunications Co. Ltd.

[Company]

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____